

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

NATIONAL INDOOR FOOTBALL LEAGUE, LLC.

Plaintiffs

vs.

Civil Action No. 02-548

R.P.C. EMPLOYER SERVICES, INC.,  
and DAN J. D'ALIO

Defendants

PROCEEDINGS

Transcript of SETTLEMENT on TUESDAY, MARCH 28,  
2006, United States District Court, Pittsburgh, Pennsylvania,  
before Honorable TERRENCE McVERRY, U.S. District Judge.

APPEARANCES:

For the Plaintiffs: LEVENTRY, HASCHAK & RODKEY  
By: TIMOTHY C. LEVENTRY, ESQ.  
FORREST B. FORDHAM, III, ESQ.  
RYAN SEDLAK, ESQ.  
1397 Eisenhower Boulevard  
Richland Square III, Suite 202  
Johnstown, Pennsylvania 15904

For the Defendants: FECZKO & SEYMOUR  
By: MICHAEL J. SEYMOUR, ESQ.  
520 Grant Building  
Pittsburgh, Pennsylvania 15219  
  
BERNARD C. CAPUTO, ESQ.  
Ft. Pitt Commons Building, Suite 260  
445 Ft. Pitt Boulevard  
Pittsburgh, Pennsylvania 15219

Reported by:  
Patricia Sherman  
Official Court Reporter  
1017-A USPO & Courthouse  
Pittsburgh, Pennsylvania 15219  
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Proceedings recorded by mechanical stenography. Transcript  
produced by computer-aided transcription.

EXHIBIT

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P R O C E E D I N G S

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TUESDAY AFTERNOON SESSION, MARCH 28, 2006, 1:30 P. M.

\* \* \* \* \*

THE COURT: Mr. Leventry, do you wish to place on the record the understanding of the parties relative to the resolution of this matter and an outline of future involvement of you, as counsel, and the Court?

MR. LEVENTRY: Yes, Your Honor.

Thank you. The parties collectively got together and agreed to the following six items which are as follows:

The plaintiffs, upon payment of \$75,000, will withdraw the fraud and RICO claims against the defendants as appropriate. Payment to be made by April 14, 2006. The check payable to Leventry, Haschak and Rodkey, LLC, attorneys for the NIFL, LLC.

The parties will attempt -- this is No. 2. The parties will attempt to negotiate the choice of a mediator within 15 days; however, if the parties are unable to do so, the Court shall make the appointment by April 14, 2004. The mediator shall mediate the issues of contractual damages, including attorneys' fees and costs and mediator fees.

No. 3, the parties agree to submit and to participate in the mediation on or before May 12, 2006.

No. 4 --

1 THE COURT: May 12?

2 MR. LEVENTRY: Yes, sir, Your Honor.

3 THE COURT: Okay. Go ahead.

4 MR. LEVENTRY: If the parties are unable to resolve  
5 all issues through mediation, the unresolved issues will be  
6 resubmitted to Judge McVerry for determination by jury or  
7 non-jury as the parties may agree and according to law.

8 No. 5, the issue before the mediator or the Court  
9 will be limited to damages, attorneys' fees and costs and  
10 mediation fees but not liability which is agreed to in favor  
11 of the plaintiffs.

12 No. 6, the defendants will voluntarily withdraw  
13 their counterclaims against the plaintiff by April 14, 2006  
14 period.

15 Those are all the issues that we have, Your Honor.

16 THE COURT: I'm not sure that that No. 6 is  
17 necessary in view of the fact that I'm going to enter an  
18 order closing this case but you go right ahead and do that.

19 MR. LEVENTRY: We would like that because if we  
20 reopen the case, I guess we'll only be reopening on damages.

21 THE COURT: If the case gets reopened, there will  
22 not be a counterclaim, right?

23 MR. LEVENTRY: That's correct.

24 MR. SEYMOUR: That's correct.

25 THE COURT: I would ask you to transcribe that one

1 or two pages for me, okay, so that I have it in my file.

2 MR. LEVENTRY: Your Honor, would we also be able,  
3 each of us, to get a copy of that agreement?

4 MR. LEVENTRY: Yes.

5 THE COURT: Thank you. We'll send it out when the  
6 court reporter gives it to me which will be in the next  
7 15 minutes.

8 Well, congratulations on achieving a settlement.  
9 From everything that you've told me and from my own  
10 familiarity with the case, I think it's a wise way to try to  
11 reach final resolution, meaning through mediation with each  
12 of you sitting down with a neutral going through those  
13 voluminous records, I guess, you're going to have to go  
14 through to make the appropriate determination as to amount  
15 and to payee so that everybody is assured that the right  
16 rightful providers are being paid.

17 If I end up selecting your mediator, I'll do the  
18 best I can to assure that the mediation will take place in a  
19 time frame upon which you've agreed. Hopefully, that won't  
20 be necessary.

21 I did meet with the jurors and explained to them  
22 the basic parameters upon which you've settled and I told  
23 them that if they wanted to talk to you, they could wait  
24 outside, and that you would be finished in here in relatively  
25 short period of time, and you'd be willing to talk to them,

1 if they wished to talk. There may be some out there and  
2 there may not. I tend to think that they have gone to the  
3 wind but thanks for reaching a settlement. I'll do what I  
4 can to help you get to the bottom line.

5 Good luck to all of you.

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\* \* \* \* \*

8 I certify my original signature herein that the  
9 foregoing is a correct transcript from the record of  
10 proceedings in the above-entitled matter.

11

12 s\Patricia Sherman  
13 Official Reporter  
March 28, 2006

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\*\*\*\*\* NOT CERTIFIED WITHOUT ORIGINAL SIGNATURE \*\*\*\*\*

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